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9 UNITED STATES DISTRICT COURT
10 CENTRAL DISTRICT OF CALIFORNIA
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12 DONALD DELANCEY,
13 Plaintiff,

14 v.

15 LIBERTY LIFE ASSURANCE
16 COMPANY OF BOSTON;
17 AUTOMOBILE CLUB OF
18 SOUTHERN CALIFORNIA; CLUB
19 GROUP LONG-TERM DISABILITY
20 PLAN; AND DOES 1-10, inclusive,
21 Defendants.
22

Case No. 8:15CV-02022 CJC KES

**JUDGMENT IN FAVOR OF
DEFENDANTS LIBERTY LIFE
ASSURANCE COMPANY OF
BOSTON, AUTOMOBILE CLUB
OF SOUTHERN CALIFORNIA
AND CLUB GROUP LONG-TERM
DISABILITY PLAN**

23 This matter having come before the Court for a bench trial on January 10,
24 2017, and the Court having filed its Memorandum of Decision on January 13, 2017,
25 the Court finds that Plaintiff Donald DeLancey's claims for relief against
26 Defendants in this action, arising under the Employee Retirement Income Security
27 Act of 1974 ("ERISA"), 29 U.S.C. §§ 1001 *et seq.*, fail, and therefore Defendants
28 are entitled to judgment in their favor and against Plaintiff.

IT IS THEREFORE ORDERED, ADJUDGED, and DECREED that Plaintiff
take nothing, that the action shall be and hereby is DISMISSED with prejudice, and
that JUDGMENT be ENTERED in favor of Defendants Liberty Life Assurance

1 Company of Boston, Automobile Club of Southern California and Club Group
2 Long-Term Disability Plan.

3 IT IS FURTHER ORDERED, ADJUDGED, and DECREED that Defendants
4 Liberty Life Assurance Company of Boston, Automobile Club of Southern
5 California and Club Group Long-Term Disability Plan shall recover their costs as
6 the prevailing parties in this action, and Defendants are permitted to make an
7 Application for an Award of Attorneys' Fees under Local Rule 54-10.

8 **IT IS SO ORDERED.**

9
10 Dated: January 31, 2017



Honorable Cormac C. Carney
U.S. District Judge